BANGALORE WATER SUPPLY
AND SEWERAGE BOARD
CAUVERY BHAVAN, KEMPEGOWDA ROAD
BANGALORE - 560 009

Telephone: 91-80-22945108 Fax: 91-80-22945108

Through Karnataka Public Procurement Portal

KARNATAKA WATER SECURITY AND DISASTER RESILIENCE PROGRAM (KWSDRP)

TENDER FOR THE WORK OF

PROCUREMENT, CONSTRUCTION AND COMMISSIONING OF RISING MAIN, MAIN SEWERS AND LATERALS INCLUDING MACHINE HOLES FOR BYATARAYANAPURA ZONE (ITEM RATE) IN 110 VILLAGE AREAS (Phase II) UNDER KARNATAKA WATER SECURITY AND DISASTER RESILIENCE PROGRAM (KWSDRP)- (Contract Package No. BWSSB CE-P/KWSDRP/WBS-II-B)

VOLUME 1 of 4 (GENERAL REQUIREMENTS)

APRIL – 2025

Office of the *Chief Engineer (Project)*
BANGALORE WATER SUPPLY & SEWERAGE BOARD
3rd Floor, Cauvery Bhavan,
K.G. Road,
Bangalore -560 009
www.kppp.karnataka.gov.in

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B.W.S.S.B
SEQUENCE OF EVENTS

TENDER REFERENCE:	**IFT No.BWSSB/CE(P)/ACE(P)-I/II/141/2025-26 Date:29.04.2025**
NAME OF THE WORK	Procurement , Construction and commissioning of Rising Main, Main Sewers and Laterals including Machine holes for Byatarayanapura Zone (Item Rate) in 110 Village Areas (Phase-II) Under Karnataka Water Security and Disaster Resilience Program (KWSDRP) – (Contract Package No. BWSSB CE-P/KWSDRP/WBS-II-B)
LAST DATE FOR RECEIPT OF PREBID QUERIES	13.05.2025 upto 17.00 Hours
SITE VISIT SCHEDULE DATE	12.05.2025 Between 10.30 AM to 5.00 PM
DATE OF PRE-TENDER MEETING AND TIME:	13.05.2025 at 15.30 Hours
LAST DATE AND TIME FOR RECEIPT OF TENDERS:	31.05.2025 up to 16.00 Hours
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	02.06.2025 up to 16.00 Hours
PLACE OF OPENING OF COVER ONE OF TENDERS (TECHNICAL PROPOSAL)	Office of the Chief Engineer (Project), 3rd Floor, Cauvery Bhavan, K. G. Road, Bangalore – 560 009, Ph: 91-80-22945108 Email id: cep@bwssb.gov.in Fax : +91-80-22945108
TIME AND DATE OF OPENING OF PRICE TENDER	Will be intimated to the Technically Qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	Will be intimated to the Technically Qualified Tenderers
ADDRESS FOR COMMUNICATION:	Office of the Chief Engineer (Project), 3rd Floor, Cauvery Bhavan, K. G. Road, Bangalore – 560 009, Ph: 91-80-22945108 Email id: cep@bwssb.gov.in Fax : +91-80-22945108

BANGALORE WATER SUPPLY & SEWERAGE BOARD

SECTION 1: INVITATION FOR TENDERS (IFT)

(Through Karnataka Public Procurement Portal "www.kppp.karnataka.gov.in")

IFT No.BWSSB/CE(P)/ACE(P)-I/II/141/2025-26 Date:29.04.2025

1. The Government of Karnataka (GOK) has applied financing from the World Bank (WB) toward the Karnataka Water Security & Resilience Program (P506272), a part of this financing will be used for payments under the advertised tender and resulting contract(s) of Sewerage Facilities to 110 Villages (Phase-II) under Byatarayanapura Zone:
"Procurement and Construction of Rising Main, Main Sewers and Laterals including Machine holes for Byatarayanapura Zone (Item Rate) in 110 Village Areas (Phase-II) Under Karnataka Water Security and Disaster Resilience Program (KWSDRP)- (Contract package No. BWSSB CE-P/KWSDRP/WBS-II-B)" A part of this financing will be used for payments under the Contract named above and is within the Expenditure Framework for achieving the agreed outputs or outcomes.

2. Bidding will be conducted through the procedures in accordance with the applicable guidelines for procurement under World Bank Loans, and as per Karnataka Transparency in Public Procurement (KTPP) Guidelines is open to all Tenderers from eligible source countries as defined in the loan agreement.

3. ***Tenders are invited through GOK Public Procurement Portal*** **www.kppp.karnataka.gov.in** **by t*he Chief Engineer (Project), Bangalore Water Supply and Sewerage Board,*** 3rd floor, Cauvery Bhavan, K.G.Road, Bangalore – 560 009 from Tenderers, for the construction of works detailed in the Table 1. The Tenderers may submit Tenders for the works given in the Table 1. ***Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed. The eligible Tenderers are required to submit Technical Proposal and Price proposal in electronic form by up loading the same into the electronic tender box on the web site. Initially only the Technical Proposals will be opened. The price proposal of the Tenderer will be opened only if the Tenderer is found to be qualified to execute the tendered works. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.***

4. All interested and eligible Tenderers could download the complete set of bid documents from the website of after obtaining the users ID and password. Further assistance for participation in the e-Procurement Tenderers may refer to this e-Portal.
Tenderers may obtain further information from the office of the Employer, at the following address:

Office of the Chief Engineer (Project),
Bangalore Water Supply and Sewerage Board,
3rd Floor, Cauvery Bhavan, K. G. Road,
Bangalore – 560 009, Ph: 91-80-2294 5108

Fax : +91-80-2294 5108
Email id: cep@bwssb.gov.in

5. Tender must be accompanied by earnest money deposit specified for the work in the Table 1 below. Earnest money deposit will have to be paid in any one of the forms as specified in the tender document and shall have to be valid for 45 days beyond the validity of the tender. The last date for the receipt of the tender is on **31.05.2025 upto 16.00 hours.** The technical proposals will be opened at **16:00 hours** on **02.06.2025,** in the presence of Tenderers' representatives who choose to attend. In the event of the specified date of the tender opening being declared as a holiday for the Employer, the tenders will be opened at the same time and place on the next working day.

6. The tender shall be submitted on the website prior to the deadline of submission of tenders as given in Para 3 above. Hard copies of the proposal will not be accepted by the Employer. **The system will automatically generate a time stamp that will acknowledge the submission of the tender by the Tenderer**. Any attempt of tender submission after the deadline of the submission of tenders will be automatically rejected by the system. The price proposals will be opened in the presence of representatives of those technically qualified Tenderers, who choose to attend at the time and at the address to be advised by the Employer after the evaluation of the Technical Proposals. The Employer will not be responsible for any costs or expenses incurred by the Tenderers in connection with preparation and / or submission of tenders.

7. A Pre-tender meeting will be held on **13.05.2025 at 15.30** hours at the **Office of the Chief Engineer (Project), 3rd floor, Cauvery Bhavan, K G Road, Bangalore – 560 009**, to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of 'Instructions to Tenderers' of the tender document.

8. Tenderers can access tender documents from the website and upload the required details; those are mentioned in different sections in the bid document into electronic tender box on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through Karnataka public procurement portal preferably in PDF format for clear vision.

9. Prior to pre-bid meeting, a site visit is scheduled on 12.05.2025, the tenderers can visit the site on scheduled date between 10.30 Hours to 17.00 Hours. The contact person for site visit is Sri, Rangappa & Sri Sunil, AEE, contact No.99641 70099 & 96865 72469.

10. Tenderers can access tender documents from the website and upload the required details; those are mentioned in different sections in the bid document into electronic tender box on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through Karnataka public procurement portal preferably in PDF format for clear vision.

11. The cost of the tender document once paid will not be refunded.

12. Bangalore Water Supply and Sewerage Board reserves the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

13. Contractors should have registration in KPWD of State Government organization, public sector under takings, other state Governments and the documentary evidence towards the same shall be furnished.

14. Other details can be read from the tender documents.

Chief Engineer (Project)
Bangalore Water Supply and Sewerage Board

Table 1: Description of Tender

Sl. No	Name of the work	Tender processing fee	Amount put to tender INR Crore	Bid security INR Crore	Period of completion in Months	Eligibility criteria during last 5 years (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)	
						Average annual Turnover (in all classes of Civil Engg. Construction works) for any of the two years during the last five years Rs. Crore	Performance and work Qualification
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(7)**	**(8)**
1	Procurement and Construction of Rising Main, Main Sewers and Laterals including Machine holes for Byatarayanapura Zone (Item Rate) in 110 Village Areas (Phase-II) Under Karnataka Water Security and Disaster Resilience Program (KWSDRP)- (Contract package No. BWSSB CE-P/KWSDRP/WBS-II-B)	As per e-procurement portal.	**174.45**	**1.75**	**30**	Please refer clause 3-Qualification of the tenderer under ITT.	

Chief Engineer (Project)
Bangalore Water Supply and Sewerage Board

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. GENERAL

1.0 Scope of Tender

1.1	The **Chief Engineer (Project)**, (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for the works detailed in the Table 1 given in IFT.

2.0 Eligible Tenderers

2.1	Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka (GoK)/ Government of India (GoI)/World Bank as on date of bid submission. ***Note:*** *In line with the World Bank's Program for Results (PforR) mandatory requirements –* (1) The Tenderers participating in the World Bank financed Karnataka Water Security and Resilience Program[1] procurement activities shall submit a self-declaration (Form Attached Self Declaration w.r.t Black List) stating that the firm is not subject to ineligibility or has not been sanctioned under (i) the World Bank system of debarment and cross-debarment. The list of ineligible firms or individuals may be accessed at the following websites: https://www.worldbank.org/debarr. Also, the Contracting firm shall be excluded if any of its joint venture/consortium partners are debarred by the World Bank during the selection process. Each applicant(s) shall furnish a self-declaration to that effect. *(2) a. Tenderer with consistent history of court Litigations or arbitration or Environmental, or Environmental, or social, or health or safety requirements or regulations wherein decisions against the Employers are ongoing as on 1st April 2025 are not eligible. [**Declaration: Environmental, Social, Health, and Safety (ESHS) past performance]*** *b. Self-declaration with respect Blacklist*

2.1 Joint Ventures (JV) Not Allowed

3.0 Qualification of the Tenderer:

3.1	**All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information** Tenderers meeting all the following minimum pass–fail criteria regarding their general and particular construction experience, financial position, personnel and equipment capabilities, and other relevant information as demonstrated by the Tenderers responses in the Forms provided in section 3. The qualifications, capacity, and resources of proposed

[1] *https://projects.worldbank.org/en/projects-operations/project-detail/P506272*

	subcontractors will not be taken into account in assessing Tenderers.
3.1.1	**General Construction Experience:** The Tenderers shall provide evidence that (a) it has been actively engaged in the civil works construction business for at least the last five years prior to the date of submission of applications, in the role of prime contractor, management contractor, partner in a joint venture, and (b) that the Tenderers has generated minimum annual financial turnover of **INR 164.68 Crores** in any two financial years calculated as total certified payments received for contracts in progress or completed, within the last 5 financial years. The average annual turnover is defined as the total of certified payment certificates for works in progress or completed by the firm or firms comprising the Tenderers, divided by the number of years. Turnover of previous years shall be given a weight of 10% per year as given below **Financial Year Factor** 2019-2020 1.46 2020-2021 1.33 2021-2022 1.21 2022-2023 1.10 2023-2024 1.00 **Note:** The rates of exchange to be used by the Tenderer for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on the date, 28 days prior to the date of bid opening of the Technical Proposal, as published by the Reserve Bank of India. If exchange rates are not so published for the bid currency, the Tenderer shall state the rates used and the source to be provided.
3.1.2	**Particular Construction Experience** **(a) (1) Contracts of Similar Size and Nature**: The tenderer as a sole entity or a Lead Partner and or Partner in a Joint Venture shall provide evidence that it has successfully completed Procurement, Execution and Commissioning of Underground Sewerage Network for the Contract Value not less than **INR 102.93 Crores** in the last Five (5) financial years. **(b) Experience in Key Activities:** The Tenderers shall provide evidence that it has a minimum experience in the following key activities, **(i) Construction Experience- Sewer line** The tenderer must have experience in the role of Prime Contractor (Single entity or JV member)/Management Contractor for Procurement and construction of sewer line with a minimum diameter of 200 mm dia. & above DWC/RCC/DI sewer lines of minimum length of sewer 69 Km in any one year during the last 5 year as on date of bid submission. (ii) **Construction Experience-DI Pipeline** The Tenderer should have experience in the role of prime contractor (single entity or JV member) Management contractor for procurement, construction and completion of DI K-9 Pipeline of 2.4 km in any One year during the last Five (5) year as on date of Bid Submission.

	(iii) **Construction Experience Trenchless Works:** The tenderer must have experience in the role of Prime Contractor (Single entity or JV member)/ Management Contractor for executing Trenchless work of minimum 900 mm diameter and above MS Casing pipe of 108 m in any one year during the last 5 year as on date of Bid Submission. **(iv)** **struction Experience Trenchless Works:** The tenderer must have experience in the role of Prime Contractor (Single entity or JV member)/ Management Contractor for executing Trenchless work of minimum 900 mm diameter and above MS Casing pipe of 108 m in any one year during the last 5 year as on date of Bid Submission. **(v)** **Experience Trenchless Works:** The tenderer must have experience in the role of Prime Contractor (Single entity or JV member)/ Management Contractor for executing Trenchless work of minimum 900 mm diameter and above MS Casing pipe of 108 m in any one year during the last 5 year as on date of Bid Submission. (vi) **Experience in Terminal/Intermediate Sewage Pumping Station** The Tenderer as a sole entity or a Lead Partner or a Partner in a Joint Venture shall have successfully executed contracts(s) which includes complete Design, Procurement, Supply, Installation, Construction, Testing and Commissioning of all Civil, Mechanical Electrical, and Instrumentation Works of Minimum 1 No. Terminal/Intermediate Sewage Pumping Station of 5 MLD in last Five (5) Years as on date of bid submission. **Experience: Notes for the Applicant** (i) A management contractor is a firm which takes on the role of contract management as a "general" contractor of sort could do. It does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract. (ii) The Tenderer shall have experience in the role of prime contractor (Single entity or Lead / JV Partner in the JV) for experience in Construction, Testing, and commissioning minimum. The lead partner shall be given 100% experience while the other JV partners shall be given experience in proportional to their percent share of JV. For example, if a lead partner has 40% share in a three member JV with 40%:30%:30% share then the lead partner shall get a 100% experience while the other partners shall get experience in proportion to their share of JV. In case the JV is 50%:50% then both the JV members can claim 100% of the project experience. (iii) The applicant shall submit end user certificate for successful completion in specific construction experience as of application submission date: for clause 3.1.2 (a, b (i to iv). All experience certificates to be provided with English Translation. (iv) Tenderer shall have a qualification on ISO 9001 for Engineering, Installation and Commissioning).

	(v) Sub-contractors experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria. **Financial Year** **Factor** 2019-2020 1.46 2020-2021 1.33 2021-2022 1.21 2022-2023 1.10 2023-2024 1.00 **Note:** 1. Tenderers are required to substantiate the qualification information by submission of appropriate experience certificates issued by the concerned end user 2. Relevant contract extracts must be submitted in support of the outlet guarantees. 3. The experience certificates shall demonstrate the scope of the Tenderers and shall include complete design, procurement, supply, installation, construction, testing and commissioning of all civil, mechanical, electrical and instrumentation works.
3.1.3	**Financial Capabilities** (a) **Minimum Required Cash Flow amount:** The Tenderers shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the **construction cash flow requirements** for the subject contract in the event of stoppage, start-up, or other delays in payment, of the minimum **INR 41.17 Crores** , net of the Tenderers commitments for other contracts (b) In the relevant Information Form, the Tenderers shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (c) The audited balance sheets or other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Tenderers financial position and indicate its prospective long-term profitability. If deemed necessary, the Employer shall have the authority to make inquiries with the Tenderers bankers. As a minimum, a Tenderers net worth calculated as the difference between total assets and total liabilities should be positive. (d) The tenderer who have applied for corporate debt restructuring (CDR)/ strategic debt restructuring (SDR)/ facing recovery proceedings from Financial Institution/ facing winding up proceedings / those under BIFR in the last 5 Financial Years (i.e.,2019-20 to 2023-24). In this regard, the Tenderer shall submit along with tender, an affidavit along with certificate of statutory Auditor that the Tenderer is not under CDR/SDR/ not facing recovery proceedings from Financial Institutions / not facing winding up proceedings / not under BIFR need to be submitted by the tenderer. (e) As on date of submission of bid Tenderers blacklisted on Government of India / Government of Karnataka / any other state or any Central/ State Government undertaking are not eligible to bid. (f) Tenderer to upload latest Banker's certificate valid till tender validity

3.1.4 **Personnel Capabilities**

The Tenderer shall supply general information on the management structure of the firm and shall make provision for suitably qualified personnel to fill the key positions listed below. The Tenderer must have qualified employed personnel to fill the following positions. The Tenderer shall supply information, of the personnel with relevant experience, on a prime experience requirement specified below: candidate and on an alternate for each position; both of whom shall meet the minimum experience requirements specified below:

Sl. No.	Position	No of Position	Minimum Education (Degree-Discipline)	Experience (Years)		
				Total	In Similar Work	As Manager of Similar Works
1	Contractor's Representative	1	Degree in Engineering – Any discipline	18	-	6
2	Project/Construction Manager	2	Degree in Civil engineering	15/18	8/10	5
3	Design Manager	1	ME in Engineering	15	8	5
4	Asst. Construction Manager-Multidisciplinary Works	2	B – Civil	10	6	2
5	Safety Engineer	2	D/PGD -Safety	10	2	N/A
6	Senior Surveyor	1	B-S/CE	5	3	N/A
7	Mechanical Engineer	1	M-ME	10/12	2	NA
8	Hydraulic Engineer	1	M-CE, or M-SE	10	3	N/A
9	Structural Engineer	1	M- Structures	10/12	6	NA

NA: Not applicable

Degree: M = Masters; B = Bachelors; D=Diploma, PGD= Post Graduate Diploma;

Discipline: E = General Engineering; CE = Civil Engineering; CHE = Chemical Engineering; ME = Mechanical Engineering; EE = Electrical Engineering; ENE = Environmental Engineering; IE = Instrumentation Engineering; S = Surveying; PHE = Public Health Engineering; SE = Sanitary Engineering , CHE- Chemicals, SE= Science of Engineering

The requisite information shall be furnished as per Application Forms.

3.1.5 **Equipment Capabilities**

The Tenderer should own, or have assured access (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) to the equipment /machines listed hereunder and in full working order, and must demonstrate that based on known commitments, they will be available for use in the proposed contract. The Tenderer may also list additional equipment that he would propose for the contract, together with an explanation of the proposal.

Sl.No.	Equipment Type and Characteristics	Minimum Number Required (Nos.)
1	Crane or Hydra (10 Ton)	2
2	Excavators (1.0 Cum)	2
3	Tipper/Dumper Trucks (10 Cum)	2
4	Tractors	2
5	Pipe Laying accessories like tripod, chain pulley etc.	2
6	Road Cutting Machine	2

Availability by owning at least 50% of the required specified Key and Critical equipment for the above work. The remaining 50% can be deployed on lease/hire basis for all works provided the relevant documents (Commitment, Agreement etc..) for the availability of the work are furnished.

3.1.6 **Litigation History**

The Tenderer shall provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last five years. A consistent history of awards against the Tenderer or any partner of a joint venture may result in failure of the tender. The litigation history in particular with BWSSB shall also be provided.

3.1.7 **Approach and Construction Methods**

The Tenderer must attach with their application, a note giving a general description on the approach to the construction methods, modification works, technologies, quality assurance schemes proposed, deployment schedule of equipment proposed to be used, etc., for ensuring completion of the work as per specifications within the desired timeframe.

3.1.8 **Tender Capacity**

Applicant who meets the minimum qualification criteria will be qualified only if their available tender capacity at the expected time of tendering is more than the total estimated cost of the works. The available tender capacity will be calculated as under:

Assessed Available Tender Capacity = (A*N*1.5-B) > **Rs. 174.45 Crores**, where

A = Maximum value of works executed in any one year during the last five years (updated to **2023-24** price level) which will take into account the completed as well as works in progress;

	B = Value at **2023-24** current price level of the existing commitments and on-going works to be completed during the next 30 months (period of completion of works for which tenders are invited); and N = Number of years prescribed for completion of the works for which the tenders are invited. (Thirty Months (30) months including monsoon period.) The Maximum value of works executed in one year during the last five years shall be given weight of 10% per year as given below, Financial Year Factor 2019-2020 1.46 2020-2021 1.33 2021-2022 1.21 2022-2023 1.10 2023-2024 1.00
3.1.9	**Environmental, Social, Health, and Safety (ESHS) past performance Declaration (Refer under Qualification Information Section-3 Form No: 9A (Works A & B):** Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), or health or safety requirements or regulations in the past five years[2]. Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration, each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.
3.1.10	**Self-declaration with respect Blacklist (Refer under Qualification Information Section-3 Form No: 10 (Works A & B):** I/We (Tenders name) ..... have gone through carefully all the Tender Conditions and solemnly declare that I will abide by any penal action such as disqualification or blacklisting or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false/fabricated. I/We hereby declare that I have not been blacklisted / debarred / Suspended /demoted in any department in Karnataka or in any State or the Government of India or World Bank due to any reasons as on date od bid submission. I /we hereby declare that I will ensure that the personnel employed by us sign and comply with the Tender Conditions throughout the contract duration.

[2] The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

	Signature of the Tenderer Note: The tenderer must upload the above certified in the Company's letterhead with duly signed.
3.2	Even though the Tenderer meet the above criteria, they are subject to be disqualified if they have: i. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ii. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or iii. Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4.0 One Tender per Tenderer:

4.1	Each Tenderer/firm shall submit only one tender for this work. A firm shall submit only one tender in the same tendering process as a Tenderer. No firm can be a subcontractor while submitting a tender in the same tendering process. A firm, if acting in the capacity of **Subcontractor** in any tender, may participate in more than one tender, but only in that capacity. A Tenderer who submits, or participates in, more than one tender will cause all the proposals in which the Tenderer has participated to be disqualified.

5.0 Cost of Tendering:

5.1	The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6.0 Site Visit:

6.1	The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site and any Survey/Site Investigation shall be at the Tenderers' s own expense. The Tenderer shall submit a self declaration stating that the site of work has been visited and ascertained the facts about the site conditions, constructional area, rehabilitation works proposed to be taken etc.

B. TENDER DOCUMENTS

7.0 Content of Tender Documents:

7.1	The set of tender documents shall have all the Sections given in Page 2:

7.2	Both the sets should be completed and returned with the tender.

8.0 Clarification of Tender Documents:

8.1	A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents through e-mail, including a description of the enquiry but without identifying its source. Same will be available through Karnataka Public Procurement Portal website.

8.2 Pre-tender meeting:

8.2.1	This meeting will be held on **13.05.2025 at 15.30** hrs in the Office of the Chief Engineer (Project), BWSSB, 3rd floor, Cauvery Bhavan, BWSSB, K G Road, Bangalore 560 009.
8.2.2	The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage
8.2.3	The Tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
8.2.4	Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 of ITT and not through the minutes of the pre-tender meeting.
8.2.5	Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

9.0 Amendment of Tender documents:

9.1	Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
9.2	Any **Addendum** thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.
9.3	To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. PREPARATION OF TENDERS

10.0 Documents comprising the Tender:

10.1	The tender submitted in e-procurement by the Tenderer shall contain the documents as follows: (a) Evidence of Earnest Money Deposit payment; (b) Scanned copies of Updated Prequalification Information as per formats given in Section 3; (c) The form of Tender (in the format indicated in Section 4) duly signed (d) Priced Schedule (Section 9); and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception. **ALL THE PHOTOCOPIES OF THE DOCUMENTS SHOULD BE NOTARISED. (Necessary & particular documents required for meeting the tender conditions shall only be notarised and uploaded in the e-procurement. Further un-notarised documents will not be considered).**
10.2	Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11.0 Tender Prices:

11.1	The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities (Price Schedule) submitted by the Tenderer.
11.2	The Tenderer shall fill in the unit rates in figures for all items of the Works described in the Price Schedule. The system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total tender value. Items for which no rate is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates in the Price Proposal.
11.3	All taxes (GST) payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
11.4	The prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12.0 Tender Validity:

12.1	Tenders shall remain valid for a period not less than Ninety days 90 days after the deadline date for tender submission specified in Clause 16.
12.2	In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer

	agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13.0 Earnest Money Deposit (EMD)

13.1	The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 5 of the Table of IFT for this particular work. This earnest money deposit shall be in favour of ***Chairman, BWSSB*** through KPPP, payable at *BANGALORE* from any Nationalised / Scheduled Indian banks.
13.2	Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.
13.3	Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.
13.4	The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.
13.5	The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
13.6	The earnest money deposit may be forfeited: (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity; (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to (i) sign the Agreement; or (ii) furnish the required Security deposit

14.0 Format and signing of Tender:

14.1	The **completed** bid comprising of documents indicated in ITB 10, should be uploaded in the e-procurement wizard of Government of Karnataka through "KPP-portal" along with scanned copies of requisite certificates those are mentioned in different sections in the bid document and EMD shall be paid through OTC, NEFT, and DEBIT CARD through KPP-portal only.
14.2	All the documents should be uploaded to the e-procurement wizard of GOK. Tenderer should take a print out of the declaration letters provided in the website on company letter head and should sign, stamp and upload the same to the KPP-portal.
14.3	Deleted.
14.4	Tender shall be signed by a person or persons duly authorized to sign on behalf of the

	Tenderer.

D. SUBMISSION OF TENDERS

15.0 Uploading and Submission of Tenders

15.1	**The tenders should be uploaded only through KPP-portal system**. Tender should contain
15.1.1	**A. Technical Tender consisting of following**: a. All the documents with required details in prescribed format; those are mentioned in different sections in the Tender. Form of Tender, Declaration statement regarding Customs/ Excise duty exemption for materials/ construction equipment brought to site as mentioned in Section 2, etc., shall be downloaded, filled with required details, signed, scanned & uploaded to the KPP-portal website **www.kppp.karnataka.gov.in** on or before the time and date indicated in notification /Section I IFT. b. **Tender security (Earnest money deposit).** Tender security can be paid in the form of OTC, NEFT and DEBIT CARD in KPP portal of Gov. of Karnataka. The above documents along with notarized copies of documentary evidences as indicated in Section -2 ITT, Section-3 Qualification information & Section 4 Forms of Tender shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete bid document and
15.1.2	**B. Financial Tender consisting of Price Schedule:** <u>The Tenderer shall enter the rates (in figures only) in the website on or before the time and date indicated in notification /Section 1 IFT.</u> In case of failure of the Tenderer to upload the same within stipulated time i.e., **dated: 31.05.2025 upto 16.00 hours**, their tender will be rejected. **NOTE:** 1. URL of the Website for tender submission through e-Procurement & Address for uploading of Tender security are as follows: i **www.kppp.karnataka.gov.in.** ii The Chief Engineer (Project), BWSSB, 3rd floor, Cauvery Bhavan, KG Road, Bangalore – 560 009 Tel Fax; 91-80-2294 5108, Telephone: 91-80-2294 5108 2. The details related to submission of tenders, downloading / uploading of documents or other details are available online in the help wizard, Vendor manual & FAQ of above website.
15.2	**Deleted.**
15.3	**Unique** Identification Number will be automatically generated by the server with time - stamp and sent to the account of the Tenderer as an acknowledgement after Tenderer finally uploads

	the bids.
15.4	**Deleted.**

16.0 Deadline for submission of the Tenders:

16.1	Tenders must be received by the Employer through KPP-portal web-site (www.kppp.karnataka.gov.in) as specified above no later than the time and date mentioned in IFT Clause 4.
16.2	The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9.0, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17.0 Late Tenders:

17.1	The software of KPPP system will not allow the Tenderer to upload the documents after expiration of the stipulated date & time of Bid submission. The Tenderer shall refer the server time, which will be displayed in the e-procurement portal. Employer will not be responsible for non-receipt of bids on the stipulated date & time prescribed in clause 16, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Tenderer may contact Helpdesk of the e-tender service provider and may also draw the attention of tender inviting authority.

18.0 Modification and Withdrawal of Tenders

18.1	Tenderers may "modify" and "withdraw" their tenders' multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in e-tendering. If the Tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in Clause 16.
18.2	Deleted.
18.3	No Tender may be modified after the deadline for submission of Tenders.
18.4	Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
18.5	Deleted.

E. TENDER OPENING AND EVALUATION

19.0 Opening of First Cover (Technical Proposal) of Tenders and Evaluation to determine Qualified Tenderers:

19.1	The Employer will open the Technical details of all the Tenders received (except those

	withdrawn), including modifications made pursuant to Clause 18, in the presence of the Tenderers or their representatives on 31.05.2025 after 1600 hrs. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
19.2	The Tenderers names, earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.
19.3	The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.2.
19.4	The Price Tenders of all the Tenderers including modifications for Financial tenders cannot be opened as this is programmed to open later after evaluation of the Technical details of the participating Tenderers.
19.5	The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the minimum qualification criteria stipulated in the prequalification documents, to confirm that the minimum qualification requirements are still being met in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20.0 Opening of Second Cover of Qualified Tenderers and Evaluation

20.1	The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the price Tenders. The Employer will open the price tender of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Price tender opening being declared a holiday for the Employer, the price tenders will be opened at the appointed time and location on the next working day.
20.2	Deleted
20.3	Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.
20.4	The Employer shall prepare minutes of the Price Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21.0 Process to be confidential

21.1	Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22.0 Clarifications of Tenders

22.1	To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.
22.2	Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
22.3	Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23.0 Examination of Tenders and determination of responsiveness

23.1	Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.
23.2	A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
23.3	If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24.0 Correction of Errors

24.1	This Clause may not applicable for e-Procurement since Price Proposal will be submitted in electronic format.

25.0 Evaluation and Comparison of Tenders:

25.1	The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
25.2	In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows: (a) making any correction for errors pursuant to Clause 24; and (b) Employer will determine the lowest evaluated bid based on methodology set forth

	in Section 3, "Methodology for Price Bid Evaluation".
25.3	The Employer reserves the right to accept or reject any variation and deviation. Variations, deviations, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
25.4	The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation
25.5	I the tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 of ITT be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26.0 Award Criteria:

26.1	Subject to Clause 27, the Employer may award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the **Lowest Evaluated Tender Price**, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27.0 Employer'sright to accept any Tender and to reject any or all Tenders

27.1	Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28.0 Notification of award and signing of Agreement

28.1	The **Tenderer whose Tender has been accepted wil**l be **notifie**d of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2	The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.
28.3	The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
28.4	Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29.0 Security Deposit

29.1	Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Works Contract Price (excluding O&M Price during construction period) plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. Tenderer is required to submit the security deposit amount equivalent to 5% of total O&M Price for 10 years at the start of O&M period. - Banker's cheque/Demand draft/Pay Order in favour of Chief Engineer (P), BWSSB payable at Bangalore or - A bank guarantee in the form given in Section 10; or
29.2	If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.
29.3	The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.
29.4	Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30.0 Advance Payments and Security:

30.1	The **Employer** will provide an advance payment on the contract price as stipulated in the conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31.0 Corrupt or Fraudulent practices:

31.1	The GOK requires that the Tenderers/Suppliers/Contractors/Technology Provider, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK: (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in

	question; (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK/GoI/Public undertaking contract.
31.2	Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.
31.3	The World Bank's Guidelines on Preventing and Combating Fraud and corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015 (World Bank's ACG for P for R) will be applicable to the this contract as provided at **Special Conditions of the Contract (Applicable for Works)** incorporated as a Section of the tender/proposal document) and these may also be accessed at https://www.worldbank.org/en/programs/program-for-results-financing#3 If there is any inconsistency between the definitions of Corrupt and Fraudulent Practices and the World Bank's ACG P for R, the definitions provided in the World Bank's ACG for P for R will take precedence.

32.0	**Online Procurement Appeals through KPP:** Any tenderer aggrieved by an order passed by the Tender Accepting Authority may file a online Procurement-related Appeal through the Karnataka Public Procurement Portal regarding (1) the terms of this Tender, (2) the BWSSB's decision to exclude a Tenderer from the procurement process before the contract award, or (3) the BWSSB's decision to award the contract. The BWSSB peruses and disposes the Appeal in accordance with Section 16: Appeal of the KTPP Act and The Karnataka Transparency in Public Procurement Rules, CHAPTER - VII APPEALS 29: Appeal (2).

SECTION 3:

QUALIFICATION INFORMATION AND EVALUATION METHODOLOGY

The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating qualification of tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

All individual firms and all partners of a joint venture are requested to complete the information in the format of form given in this section.

General Instructions

A. Mandatory Forms

1. FORM-1A-	Constitution or legal status of Tenderers
2. FORM 2A-	General Construction Experience (Refer ITT Sub-Clause 3.1.1.a)
3. FORM 2B-	Civil Engineering Construction Turnover.
4. FORM 2C-	Details of Participation in the Joint Venture
5. FORM 3A,B,C,D,E-3.1.2)	Particular Construction Experience Record (ref. ITT Sub-clause
6. FORM 4A-	Current Contract Commitments / Works in Progress
7. FORM 4B-	Financial Capabilities
8. FORM 4C-	Sources of financing
9. FORM 4D- Overdraft/Credit Facilities	Format for Evidence of Access to or Availability of
10. FORM 5A-	Litigation History
11. FORM 6A-	Proposed Personnel
12. FORM 6B-	Resume Of Proposed Personnel
13. FORM 7A-	Equipment
14. FORM 8A-	Proposed Subcontractors/Manufacturers for Major Items of Plant and Services
15. Form 9A-	Environmental and Social Performance Declaration
16. Form 9B-	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.
17. Form 9C-	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors
18. Form 10-	Self-declaration with respect Blacklist
19. Form 11-	Form of Tender

B. Appendix to Bid Technical Part

1. Construction Zone Management Plan for Works
2. Code of Conduct, Environmental, Social, Health and Safety (ESHS-Works)

C. Methodology For Price Bid Evaluation

Note:

1) In line with ITT 3- Minimum Qualification Criteria (turnover, value of work completed, equipment, personnel and financial resources) to be satisfied for award of a contract and aggregate qualification Criteria to be satisfied if the tenderer is lowest in more than one contract

2) Policy of Contract Award to a Tenderer under a "Group of Works" Contract Packages

(Contract Package(s) WBS- II-B, WBS-III and WBS- IV)

The procurement of the similar type of works is intended to be done within one group of the contract packages under the project.

In consideration of possible formation, in general, of in-compatible alliance among the various tenderers and apprehension on the part of the Employer, due to non-performance or under performance of the contract by the successful tenderer after award of the contract, it is determined by the Employer that at the most only two contract will be awarded to one tenderer under a group of contract comprising similar type of works, in a group of works as indicated one above.

The following three contract packages form the one group.

Contract Package-WBS- II-B

Procurement and Construction of Rising Main, Main Sewers and Laterals including Machine holes for Byatarayanapura Zone (Item Rate) in 110 Village Areas (Phase-II) Under Karnataka Water Security and Disaster Resilience Program (KWSDRP)- (Contract package No. BWSSB CE-P/KWSDRP/WBS-II-B)

Contract Package- WBS-III

Design, Engineering, Construction and Commissioning of Wastewater Treatment Plants with Tertiary Treatment Facility, Biogas Generation & Solar Sludge Drying Bed and Intermediate Sewage Pumping Station along with Operation and Maintenance Thereof for ten years (Works - A) and Procurement and Construction of Rising Main, Main Sewers and Laterals including Machine holes and Lift Sewage Pumping Stations (Works -B) Hybrid Mode for Bommanahalli Zone (DBO Mode) in 110 village areas (Phase II) under Karnataka Water Security and Disaster Resilience Program (KWSDRP) – (Contract Package No. BWSSB CE-P/KWSDRP/WBS-III)

Contract Package- WBS- IV

Design, Engineering, Construction and Commissioning of Wastewater Treatment Plants with Tertiary Treatment Facility and Intermediate Sewage Pumping Station along with Operation & Maintenance thereof for Ten Years [Works - A] andProcurement and Construction of Rising Main, Main Sewers and Laterals including Machine holes and Lift Sewage Pumping Stations [Works – B] Hybrid Mode for Bommanahalli Zone in 110 Village Areas (Phase-II) Under Karnataka Water Security and Disaster Resilience Program (KWSDRP) – (Contract Package No. BWSSB CE-P/KWSDRP/WBS-IV)Based on the experience of earlier project, now

therefore the Employer-BWSSB, intents to award the different contracts of the same group to two different tenderers qualified to perform the contract.
This is with the intention not only to augment the conscientious competition among the tenderers and also to safeguard against breach of the performance and/ or under performance of the contract by a single tenderer who, in case otherwise, has been awarded multiple or all contracts of a one group of contracts. The policy is being adopted by the Employer to mitigate the risk, to some extent, of affecting the progress of the execution of the projects in case dispute, if any, arises with the contractor who has been awarded multiple contracts of one group of contract packages.

For the preset bidding documents three works' packages namely Contract Packages WBS- II-B, WBS-III and WBS- IV falls under same group of Contract packages of works.

As per Employer's decision in this matter in case two of Contract Packages are awarded to one tenderer who is either a single entity or a joint venture of partners then from remaining of the group contracts none will be recommended for awarded of that contract.

For example, if a single entity or a JV firm comprising Company – A and Company-B is already awarded with two contracts of the group then one more contract of same group shall not be to the single entity or to the same JV or to any other JV in which either Company A or Company B is one of the partners in that JV.

This could be understandable from the illustration as below:

In the below illustration X and Y are single entity tenderers, while A+B or C+D are typical combination of JV partners:

In case of Single Entity

Contract package WBS- II-B	Contract Package WBS- III	Contract Package WBS- IV	
X	X	Y	Permitted
X	Y	X	Permitted
Y	X	X	Permitted
X	X	X	Not Permitted

In case of Joint Venture

Contract Package WBS- II-B	Contract Package WBS- III	Contract Package WBS- IV	
A+B	A+B	C+D	Permitted

A+B	C+D	A+B	Permitted
C+D	A+B	A+B	Permitted
A+B	A+C	A+D	Not permitted
A+B	A+B	A+B	Not Permitted

However in case the tenderer (Single or as JV) is awarded 2 Contract packages under the group they must meet the cumulative qualification criteria of the respective contract packages.

Further Employers decision regarding the selection of the packages for award under the group to the tenderer will be final and binding to the tenderers.

FORM-1A

All individual firms and all partners of a joint venture are requested to provide the information in the following format

1.1 **Constitution or legal status of Tenderers** [Attach copy]

Place of Registration _____

[Attach copy]

Principal place of business: _____

Tenderers Information

Tenderer's legal name	
Tenderer's country of constitution	
Tenderer's year of constitution	
Tenderer's legal address in country of constitution	
Tenderer's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Attached are copies of the following original documents.

- ❑ 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with Sub clause 2.0 of ITT
- □ 2. Authorization to represent the firm or JV in accordance with Sub-clause 2.2.3 of ITT
- □ 3. In case of JV, JV agreement, in accordance with Sub clause 2.2 of ITT.

Note:

The Applicant shall not subcontract more than **30% (Thirty Percent)** of the Value of the Whole of the Works without prior approval of the Employer .

1.2 General Construction Experience Record (Refer ITT Sub-Clause 3.1.1)

All firms are requested to complete the information in this form with regard to the Construction Works Experience Contracts. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the total certified payments received for contracts (in INR Crores) for each year for work in progress or completed. **The annual periods should be the completed financial years.**

A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, Employer, and other relevant details.

FORM 2A

General Construction Experience (Refer ITT Sub-Clause 3.1.1.a)

Each Tenderer or member of a JV must fill in this form

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Name of Contract Name and Address of Employer Brief Description of the Works Executed by the Tenderer	Role of Tenderer

Average Construction Turnover (Refer ITT Sub-Clause 3.1.1.b)

Each Tenderer must fill in this form

Total value of civil engineering construction works executed and payments received in the last five years.

FORM NO.2B

Year	Turnover (Rs. Crore)
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	

Joint Venture Summary

Names of all partners of a joint venture	
1	Partner in charge
2	Partner

Total value of annual construction turnover, in terms of payment received from clients, in Rs. Crore

Annual turnover data (construction only in Rs. Crore)							
Partner		**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
1	Partner in charge						
2	Partner						
	Total						

FORM NO.2C

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

Details regarding financial responsibility and participation (percentage share in the total) of each firm in the Joint Venture:

Attach a copy of Joint Venture Agreement (JVA) which should lay down responsibility regarding work and financial arrangements in respect of each of the firms in the Joint Venture (**(Refer ITT Sub-clause 2.2)**

(Indicate responsibility and extent of participation in respect of finance planning, construction equipment, key personnel and execution of the work of the partner in charge of the joint venture and of each of the joint venture partners)

Particular Details	**FIRM A (Partner-in-charge)**	**FIRM B**
Financial		
Planning		
Construction Equipment		
Key Personnel		
Execution of Work (Give details on contribution of each)		

1.3 Particular Construction Experience Record (ref. ITT Sub-clause 3.1.2)

(a) Contracts of Similar Size and Nature (ref. **ITT Sub-clause 3.1.2.a**)

FORM NO.3A

Contract of Similar Size and Nature			
Contract No . . . . . of	Contract Identification		
Award Date		Completion Date	
Role in Contract	❑ Contractor	❑ Management Contractor	❑ JV Member (Lead/Partner)
Total Contract Amount (In INR Crore)			
If partner in a JV specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria ITT Sub-clause 3.1.2.(a)			
Details of UGD Works Pipe material, Diameter			
Cost of each Works, Year of commissioning.			

Other relevant characteristics/details	

Note: Experience Certificate should be signed by Authority (in position of not below the rank of Executive Engineer)

1.3 Particular Construction Experience Record (ref. ITT Sub-clause 3.1.2.b)

(b) Experience in Sewer Line Works (ref. ITT Sub-clause 3.1.2.b(i))

FORM NO.3B

Contract with Similar Key Activities			
Contract No . . . . . of	Contract Identification		
Award Date		Completion Date	
Role in Contract	❑ Contractor	❑ Management Contractor	❑ JV Members (Lead/Partner)
Total Contract Amount in Rs. Crore			
If partner in a JV specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone Number Fax Number E-mail			
Description of the key activities in accordance with Criteria ITT Sub-clause 3.1.2.b (i)			

Sewer Line Material Diameter Length	
Year of Commissioning	

1.3 Particular Construction Experience Record (ref. ITT Sub-clause 3.1.2.b)

(c) Experience in DI K9 Pipeline works (ref. ITT Sub-clause 3.1.2.b(ii))

FORM NO.3C

Contract with Similar Key Activities			
Contract No . . . . . of	Contract Identification		
Award Date		Completion Date	
Role in Contract	❑ Contractor	❑ Management Contractor	❑ JV Member (Lead/Partner)
Total Contract Amount in Rs Crore			
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone Number Fax Number E-mail			
Description of the key activities in accordance with Criteria ITT Sub-clause 3.1.2.b (ii)			
Diameter of DI K9 Pipe Year of Execution			

1.3 1.3 Particular Construction Experience Record (ref. ITT Sub-clause 3.1.2)

(d) Experience in Trenchless works (ref. ITT Sub-clause 3.1.2.b(iii))

FORM NO.3D

Contract with Similar Key Activities			
Contract No . . . . . of	Contract Identification		
Award Date		Completion Date	
Role in Contract	❑ Contractor	❑ Management Contractor	❑ JV Member (Lead/Partner)
Total Contract Amount in Rs Crore			
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone Number Fax Number E-mail			
Description of the key activities in accordance with Criteria ITT Sub-clause 3.1.2.b (iii)			
Casing Pipe Material, Diameter in mm and Length in meters			

Particular Construction Experience Record (ref. ITT Sub-clause 3.1.2.b)

(e) Experience in Design and Execution of TSPS/ISPS (ref. ITT Sub-clause 3.1.2.b(iv))

FORM NO.3E

Contract with Similar Key Activities			
Contract No . . . . . of	Contract Identification		
Award Date		Completion Date	
Role in Contract	❑ Contractor	❑ Management Contractor	❑ JV Members (Lead/Partner)
Total Contract Amount in Rs. Crore			
If partner in a JV specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone Number Fax Number E-mail			
Description of the key activities in accordance with Criteria ITT Sub-clause 3.1.2.b (iv)			
TSPS/ISPS Capacity in (MLD), Year of Commissioning			

1.4 Current Contract Commitments / Works in Progress (ref. **ITT Sub-clause 3.1.3.b**)
Tenderer should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

FORM NO.4A

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work In INR Crore	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR Crore/month)]
1					
2					
3					
4					
5					

In accordance with ITT Sub-Clause 3.1.1. [b], the Applicant shall provide evidence (in a similar manner to the requirements of Sub-Clause 3.1.1. [a]) to substantiate the adequacy of the sources of finance to meet the Applicant's cash flow requirements on the above contracts.

Financial Capabilities (ref. ITT Sub-clause 3.1.3.c)

Each Tenderer must fill in this form

FORM NO.4B

	Financial Data for Previous Five (5) Years [INR Crore]				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Information from Balance Sheet					
Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last five years, as indicated above, complying with the following conditions.
  - All such documents reflect the financial situation of the Tenderer and sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Sources of financing (ref. ITT Sub-clause 3.1.3.a)

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in ITT 3.1.3.a

FORM NO.4C

Financial Resources		
No.	**Source of financing**	**Amount (Rs. Crore)**
1		
2		
3		

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated in ITT 3.1.3.c (for each partner of a joint venture).

FORM NO.4D

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF OVERDRAFT/CREDIT FACILITIES

Reference Number (Sl. No.) Place
Date
To
(Name & Address of the beneficiary)

This is to certify that Mr./ M/s. …….. [name of the customer] having is /their registered/administrative office at……is a customer of our bank and are engaged in……(nature of activity). If the …..customer is allotted/awarded with ……(brief details of works], we may extend credit facilities upto Rs……. lakh, to meet his /their working capital requirement towards the execution of the said work order as per Loan policy of the Bank.

This credit is valid upto three months from the date of issue, that is upto dd/mm/yyyy.

Sd/-
Name of the Bank, Branch Manger
Address: ……

1.5 Litigation History

Each of the partners of a joint venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

FORM 5A

Year	Award for or against the applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount current value, (INR Crore)

Providing any false or misleading information, or hiding any information, may result in disqualification of the Tenderer.

1.6 Personnel

Tenderer should provide the names of suitably qualified personnel to meet the requirements specified in Sub section 3.1.4 of ITT. The data on their experience should be supplied using the Form below for each candidate.

FORM 6A: PROPOSED PERSONNEL

1.	**Title of position***
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name

*As listed in Sub clause 3.1.4 of ITT

FORM 6B: RESUME OF PROPOSED PERSONNEL

Position		
Personnel information	**Name**	**Date of birth**
	Professional qualifications	
Present employment	**Name of employer**	
	Address of employer	
	Telephone	**Contact (manager / personnel officer)**
	Fax	**E-mail**
	Job title	**Years with present employer**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

1.7 Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Sub section 3.1.5. of ITT. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

FORM 7A

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

1.8 Proposed Subcontractors/Manufacturers for Major Items of Plant and Services

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Sub-contractors experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria. ***However, the Tenderer shall not subcontract more than 30% (thirty percent) of the value of the whole of the Works.***

FORM 8A

Major Items of Plant and Services	Proposed Subcontractors/Manufacturers	Nationality	Percentage (%) of Works proposed for Subcontract

Note: Subcontractors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item. Failure to comply with this requirement will result in rejection of the subcontractor.

Item No.	Description of Item	Minimum Criteria to be met
1	Supply of equipment	Should be licensed manufacturer or authorized dealer
2	Civil works	Must have executed at least one similar type of works during the last seven years**.**

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer's authorization, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item.

Form -9A: Environmental and Social Performance Declaration

The following table shall be filled in for the Tenderer, each member of a Joint Venture and each Specialized Subcontractor

Tenderer's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*
NIT No. and title: *[insert NIT number and title]*
Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements of the Prequalification document
¨ **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section II, Qualification Criteria, and Requirements, 3.1.9. ¨ **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section II, Qualification Criteria, and Requirements, 3.1.9. Details are described below:

Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (INR)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*

[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*
...	...	*[list all applicable contracts]*	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (INR)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]*		*[insert amount]*

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

Note: The tenderer must upload the above certified in the Company's letterhead with duly signed, failing will lead to Non-Responsive Tender.

Form 9B: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

[The following table shall be filled in by the Tenderer, each member of a Joint Venture and each subcontractor proposed by the Tenderer]

Tenderer's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
NIT No. and title: *[insert NIT number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration **in accordance with Section III, Qualification Criteria, and Requirements**
We: ¨ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ¨ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ¨ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ¨ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations. ¨(e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]

Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[attach details as appropriate]*.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

Note: The tenderer must upload the above certified in the Company's letterhead with duly signed, failing will lead to Non-Responsive Tender.

Form -9C: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ¨ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ¨ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ¨ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ¨ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. ¨(e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____ Contract description: _____

Brief summary of evidence provided: _____

_____

Contact Information: (Tel, email, name of contact person): _____

_____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (**as per (e) above))** *[attach details as appropriate]*.

_____

_____

__

Name of the Subcontractor_

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, __

Note: The tenderer must upload the above certified in the Company's letterhead with duly signed, failing will lead to Non-Responsive Tender.

Form-10: Self-declaration with respect Blacklist

I/We (Tenders name) ..... have gone through carefully all the Tender

Conditions and solemnly declare that I will abide by any penal action such as disqualification or blacklisting or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false/fabricated.

I/We hereby declare that I have not been blacklisted / debarred / Suspended /demoted in any department in Karnataka or in any State or the Government of India or World Bank due to any reasons as on date of bid submission.

I /we hereby declare that I will ensure that the personnel employed by us sign and comply with the Tender Conditions throughout the contract duration.

Signature of the Tenderer

Note: The tenderer must upload the above certified in the Company's letterhead with duly signed, failing will lead to Non-Responsive Tender.

Form-11

FORM OF TENDER

Name of the work: Procurement, Construction and commissioning of Rising Main, Main Sewers and Laterals including Machine holes for Byatarayanapura Zone (Item Rate) in 110 Village Areas (Phase-II) Under Karnataka Water Security and Disaster Resilience Program (KWSDRP) – (Contract Package No. BWSSB CE-P/KWSDRP/WBS-II-B)

Tender

To: _____

Address: _____

_____

GENTLEMEN,

We offer to Design and Execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Our Proposal complies with tender requirement and Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer _____

Address: ----------

NOTE: This form shall be download, filled and printed on the Company letter head, Signed, Scanned and uploaded. Failure to furnish the signed copy will lead to Non-Responsive Tender. The disclosure of financial bid in technical bid, will be treated as technically non-responsive.

Appendix to Bid Technical Part

Construction Zone Management Plan for Works

The Bidder shall submit a construction Zone management plan which addresses as a minimum:

(a) traffic management
(b) Stakeholder engagement and consultation;
(c) obtaining and managing consents, permits and approvals;
(d) site setup proposals including access, accommodation & welfare facilities for workers / Labour, arrangement for plant and material storage;
(e) construction phasing proposals including sequence of work and management of conflicting activities;
(f) ensuring that geotechnical investigations or other advance works meet the ES requirements;
(g) risk management approach for geotechnical and subsurface aspects of the Works;
(h) quality management system including a draft of the quality management plan;
(i) sustainability aspects demonstrating the Bidder's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
(j) preparation, approval and implementation for the Contractor's environmental and social management plan;
(k) preparation, approval and implementation for the Contractor's occupational and community health and safety management plan;
(l) grievance redress mechanisms;
(m) reporting arrangements, including topics (that include ESHS) and timescales
(n) arrangements for testing upon completion of the works;
(o) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and
(p) Inter department Co-ordination for smooth execution of work.

A detailed note should be submitted outlining bidders proposed methodology and program for completion of Works, backed with equipment, materials and manpower planning and deployment, and quality control procedures proposed to be adopted, justifying Bidder's capability for execution and timely completion of the work as per technical specifications.

Code of Conduct for Works
Environmental, Social, Health and Safety (ESHS)

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITT. The Code of Conduct shall ensure compliance with the Environmental, Social, Health and Safety (ESHS) provisions of the contract, including Gender Based Violence/Sexual Exploitation & Absue requirements, and those as may be more fully described in the Employer's Requirement in accordance with existing regulations of Karnataka.

In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches

C- METHODOLOGY FOR PRICE BID EVALUATION

Under Sub-Clause 25.2 of ITT, the following Methodology will be adopted to find the lowest evaluated tender:

(a) Determination/Evaluation of Capital Cost

Total cost of the Works (Item Rate Contract) will be evaluated based on technical requirements as well as **price quoted excluding GST** by each Tenderer.

(b) Final Determination of bids

- Computed evaluated Cost = Works (Item rate cost quoted by Bidder) for comparison by differential and to determine the lowest evaluated bid.

Technical Proposal (to include the following sections also)

Site Organization

(S*ite organization should contain the organogram of the staff proposed to be deployed in the site for managing the contract. Separate charts shall be included for the design, construction and operation and maintenance works*)

Method Statement for Works

(Method statement should indicate the approach and methodology to execute each major activities of the project which shall include usage of material, equipment, manpower and other resources. The method statements will indicate the quality assurance and safety procedures envisaged to be followed in the work)

Mobilization Schedule

(Mobilization schedule will indicate the details of initial mobilization of staff, equipment and materials along with the initial works to be undertaken. The number of staff that would be deployed for the initial period of four month to be indicated. The schedule of deployment of design staff for the design work also should be indicated)

Construction Schedule

(The physical and financial progress (cash flow) schedule to be given)

Personnel

(The details of the personnel to be given as per the format given in the document)

Equipment

(The details of the equipment to be provided to be given in the format. Details of ownership, whether hired or own should be mentioned.)

Proposed Subcontractors for Major Items of Plant and Services

(The details of the subcontractors along with their experience in the proposed work to be given)

Time Schedule

(*Separate schedules shall be indicated in the bid for design, construction and Operation and Maintenance*. Various milestone dates to be given in the respective schedules.)

SECTION 4

1. **LETTER OF ACEPTANCE,**
2. **NOTICE TO PROCEED WITH THE WORK AND**
3. **AGREEMENT FORM**

LETTER OF ACCEPTANCE

Grams : "Water Sup" Bangalore

Phone: 080 – 2294 5108
O/o Chief Engineer (Project),
Cauvery Bhavan,
Bangalore 560009

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

No. **Date:**

To: _____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____for Description of the Works: Procurement , Construction and commissioning of Rising Main, Main Sewers and Laterals including Machine holes for Byatarayanapura Zone (Item Rate) in 110 Village Areas (Phase-II) Under Karnataka Water Security and Disaster Resilience Program (KWSDRP) – (Contract Package No. BWSSB CE-P/KWSDRP/WBS-II-B)**,** No. BWSSB/ ,dtd xx.xx.2025 for the Contract Price of INR_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderer's is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of INR.—————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Chief Engineer (Project)
BWSSB

ISSUE OF NOTICE TO PROCEED WITH THE WORK

Grams : "Water Sup" Bangalore

Phone: 080 – 2294 5108
O/o Chief Engineer (Project),
Cauvery Bhavan,
Bangalore 560 009

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

No. **Date:**

To: _____[name and address of the Contractor]

Dear Sirs,

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the Procurement , Construction and commissioning of Rising Main, Main Sewers and Laterals including Machine holes for Byatarayanapura Zone (Item Rate) in 110 Village Areas (Phase-II) Under Karnataka Water Security and Disaster Resilience Program (KWSDRP) – (Contract Package No. BWSSB CE-P/KWSDRP/WBS-II-B).

No. BWSSB ,dtd: xx.xx.2025 a Tender Price of INR_____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Chief Engineer (Project)
BWSSB

AGREEMENT FORM

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____ _____ __ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____ _____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.
   (a) Bank's ACG for PforR Self Declaration
   (b) the ES Management Strategies and Implementation Plans**;**
   (c) Code of Conduct for Contractor's Personnel (ES); and

(d) Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration (included as per the World Bank directions)

5. Jurisdiction of Courts/Arbitration: The sitting of arbitration shall be held at Bangalore only and nowhere else.

6. Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore City only and the parties agree and clearly understand that the courts/tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

7. The Parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.

8. The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place or conditions during the execution of the contract.

9. Contractor shall be fully responsible in the event of death of employee/workman during the execution of the work and liable to pay adequate compensation to the dependents of employee/workman as per law.

10. On his/their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

11. If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination and for further consequences the contractor is wholly responsible for the same

12. In the event of such termination, the employer may consider blacklisting of firm after due notice.

13. In case of any death or accident the contract will be cancelled after following due process.

14. The Board will be entitled to claim exemplary damages from the contractor in case of death of any work man / employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.

15. Road cutting machine should be used mandatorily while executing the work.

16. Any utilities encountered during execution if damaged by the contractor, the same need to be rectified immediately without any delay at his own cost with due approval from the concerned.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
_____
_____
____

in the presence of:
Binding Signature of Employer
_____
Binding Signature of Contractor
_____

SECTION 5 : CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

A. GENERAL

1 Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

'World Bank': means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
'Anti-Corruption Guidelines': The World Bank's Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015
"Sexual Exploitation and Abuse" "(SEA)" means the following:
Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.
Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual

nature, whether by force or under unequal or coercive conditions;

"Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel.

"GBV" means Gender Based Violence

2.0 Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Contract Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contract Data
(4) Conditions of Contract
(5) Specifications
(6) Drawings
(7) Bill of quantities (Price Schedule)
(8) Contractor's Tender and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act). Language of Communication is as mentioned in Contract data.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign

the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) A cause due solely to the design of the Works, other than the Contractor's design; or

(c) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) Could not have reasonably foreseen; or

(ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) Prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) Insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain

insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

(a) For loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) For liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the tender, shall rely at his own risk on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary & Permanent Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary and Permanent Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary & Permanent Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Design and Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to review and approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes: DELETED

B. TIME CONTROL

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. QUALITY CONTROL

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of Defects

31.1 The Employer shall give notice to the Contractor of any defects before the end of the defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a defect within the time specified in the Employer's notice, the Employer will assess the cost of having the defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the design, construction, installation, testing and commissioning of constructed facilities work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be

deemed to be an order in writing by the Employer.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion

of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress as per milestone set in Works Contract. For Progress beyond the agreed programme, payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation Events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer’s Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's

forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of all taxes (GST) that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data (Refer GOK Order No.FD 59 Pro.Cell 2004, Bengaluru Dated 26th November 2004.

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works and the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities

43.1 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between

the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As-built drawings and /or Operation and Maintenance Manuals

48.1 If "as built" Completion drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Employer instructs the Contractor to delay the progress of the Works

and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) A payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;

(e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F SPECIAL CONDITIONS OF CONTRACT

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

Labour Laws

(a) The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

(b) The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors.

(c) The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

Rates of Wages and Conditions of labour

(a) The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally (Bangalore) by employers whose trade or industry is similar to that of the Contractor.

(b) The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

(c) If any notices are served from the labour department during the contract period including O&M period a Caution deposit of Rs. 2 Lakhs will be recovered against each such notices.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

Salient features of major labour and other laws that are applicable to construction industry in India are given as:

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Personnel Add to Clause 9.1 of SCC

For replacement of any Contractor's Personnel (nominated as per contract), on request of contractor the Employer can consider the request and allow the replacement with a Personnel of Equivalent or higher qualification and experience.

5. Dispute Adjudication Board (DAB)

In the interest of resolving disputes which may arise during the contract period an amicable settlement shall be preferred initially by constituting the Adhoc Dispute Adjudication Board (DAB) comprising the following members:

Concerned Additional Chief Engineer from BWSSB

Contractor representative

The "Member" third party who is being identified/nominated jointly by both Employer and Contractor.

In case the DAB cannot arrive at any amicable decision the parties may refer the Dispute to Arbitration within the jurisdiction of Bangalore.

The cost of nomination of 3rd party member of DAB shall be equally borne by both the parties.

6 Contractor to Co-ordinate his Work with Other Contractors

6.1 The Contractor has to co-ordinate with the other concerned Contractors as already specified in Conditions of Contract for all such works as per the directions of Engineer in charge at no extra cost.

7 All required permissions/ROW issues from all concerned departments such as NHAI / Railways / any other department shall be obtained by the contractor and Board Engineers will assist for the same. Deposits payable to the departments will be borne by the Board.

8 No Variation work will be executed by the firm unless approval is conveyed from the Competent Authority.

9 The Hard Rock obtained during execution, will not be auctioned by Board (Because of the restriction in stocking of hard rock in site and safety issues). However, the cost towards the same will be recovered from the firm in running bills at prevailing rates.

10 In respect of Conditions of Contract of Section-C-Quality Control, Clause.35 of 35.1 under Payments for Variations for upto 125% of BOQ- The BOQ rates will be adopted. For above 125% the BOQ, rate is compared with SR of year of award plus TP rates and lesser among them will be considered. However, these variations will be assessed based upon cumulative implication on the awarded contract price and variations being approved.

11 EIRL- The items under EIRL will be evaluated based on the current SR or market rates for non SR items or SR of year of award with TP and lesser among them will be considered as per the provisions of contract.

12 **Restrictions on public procurement from Tenderers of certain countries**- The Tenderer/Tenders from a country which shares a land border with India will be eligible to bid in any procurement of works (including turnkey/DBO projects) only if the Tenderer fulfils the criterions as per the Government order No. FD 455 Exp-12/2020, Bengaluru, dated: 28.8.2020.

13 Retention Amount- The retention amount at 5% of each RA bills will be deducted. 50% of retention amount will be released after successful completion, commissioning and handing over of network. Balance 50% will be released after completion of Defects Liability Period (DLP). This balance 50% may also be released on submission of equivalent amount of BG at the discretion of Employer. The World Bank's Guidelines on Preventing and Combating Fraud and corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015 (World Bank's ACG for P for R) will be applicable to the this contract and these may also be accessed at https://www.worldbank.org/en/programs/program-for-results-financing#3 If there is any inconsistency between the definitions of Corrupt and Fraudulent Practices and the World Bank's ACG P for R, the definitions provided in the World Bank's ACG for P for R will take precedence.

14 **Online Procurement Appeals through KPP**: Any tenderer aggrieved by an order passed by the Tender Accepting Authority may file a online Procurement-related Appeal through the Karnataka Public Procurement Portal regarding (1) the terms of this Tender, (2) the BWSSB's decision to exclude a Tenderer from the Procurement Process before the Contract award, or (3) the BWSSB's decision to award the contract. The BWSSB Peruses and disposes the Appeal in accordance with Section 16: Appeal of the KTTP Act and The Karnataka Transparency in Public Procurement Rules, CHAPTER-VII APPEALS 29: Appeal (2).

15 Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks (e.g. traffic management plan to ensure safety of local communities from construction traffic); strategy for obtaining consents/permits prior to the start of relevant works; labour influx management plan to manage labour influx into project/site areas.

16 ANTI CORRUPTION GUIDELINES in Combating Fraud and Corruption Program for Results Financing (Dated February 1, 2012 and Revised July 10, 2015)
General Principles

1. The Loan Agreement[1] providing for the Loan[2]governs the legal relationships between the Borrower[3] and the Bank[4] with respect to the Program[5] for which the Loan is made. The responsibility for the implementation of the Program under the Loan Agreement, including the primary responsibility for preventing and combating Fraud and Corruption, rests with the Borrower. The Bank, for its part, has a fiduciary duty under its Articles of Agreement to "make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations." [6]These Guidelines constitute an important element of those arrangements and are made applicable to the preparation and implementation of the Program as provided in the Loan Agreement.

2. Recognizing that Fraud and Corruption leads to wasted resources and undermines development effectiveness, the Bank and the Borrower agree that all individuals and entities participating in the Program must observe the highest standard of ethics and, specifically, that all such persons and entities must take all appropriate measures to prevent and combat Fraud and Corruption, and refrain from engaging in Fraud and Corruption, in connection with the Program. In furtherance of these principles and purposes, the Bank and the Borrower further agree and commit to undertaking the actions set out in these Guidelines for the purpose of preventing and combating Fraud and Corruption in connection with the Program.

[1] References in these Guidelines to "Loan Agreement" include any Loan Agreement providing for an IBRD loan; Financing Agreement providing for an IDA credit or IDA grant; Trust Fund Grant Agreement or Loan Agreement providing for a recipient-executed trust fund grant or loan in cases where these Guidelines are made applicable to such agreement; and the Program Agreement with a Program Implementing Entity related to any of the above.

[2] References to "Loan" or "Loans" include IBRD loans as well as IDA credits and grants, project preparation advances, and recipient-executed trust fund grants or loans for programs to which these Guidelines are made applicable under the agreement providing for such grant and/or loan. These Guidelines do not apply to investment project financing (to which separate guidelines apply) or to development policy financing.

[3] References in these Guidelines to "Borrower" include the recipient of an IDA credit or grant or of a trust fund grant or loan.

[4]References in these Guide lines to the "Bank" include both IBRD and IDA.

[5]Reference in these Guidelines to the "Program" means the Program as defined in the Loan Agreement.

[6]IBRD Articles of Agreement, Article III, Section 5(b); IDA Articles of Agreement, Article V, Section1(g).

17 Definitions of Practices Constituting Fraud and Corruption

These Guidelines address the following defined practices in connection with

the Program:[7]

a. A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.[8]

b. A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly[9] misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

c. A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

d. A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

e. An "obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation[10] into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Bank's contractual rights of audit or access to information.

The above practices, as so defined, are referred to collectively in these Guidelines as "Fraud and Corruption."

18 Borrower Actions to Prevent and Combat Fraud and Corruption in Connection with the Program

In furtherance of the above-stated purpose and general principles, except as otherwise agreed in writing by the Borrower and the Bank, the Borrower:

[7]Unless otherwise specified in the Loan Agreement, whenever these terms are used in the Loan Agreement, including in the applicable General Conditions, they have the meanings set out in paragraph 4 of these Guidelines. [8] Typical examples of corrupt practice include bribery and "kickbacks."

[9] To act "knowingly or recklessly," the fraudulent act or must either know that the information or impression being conveyed is false, or be recklessly indifferent as to whether it is true or false. Mere inaccuracy in such information or impression, committed through simple negligence, is not enough to constitute fraudulent practice.

[10] As used in the definition of "obstructive practice", the term "investigation" includes any inquiry under taken under these Guidelines.

a. takes all appropriate measures to ensure that the Program is carried out in accordance with these Guidelines;

b. takes all appropriate measures to prevent Fraud and Corruption in connection with the Program, including (but not limited to) adopting and implementing

appropriate fiduciary and administrative practices and institutional arrangements;

c. promptly informs the Bank of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, together with the investigative and other actions that the Borrower proposes to take with respect thereto;
d. unless otherwise agreed by the Borrower and the Bank with respect to a particular case, takes timely and appropriate action to investigate such allegations and indications; reports to the Bank on the actions taken in any such investigation, at such intervals as may be agreed between the Borrower and the Bank; and, promptly upon the completion of any such investigation, reports to the Bank the findings thereof;
e. if the Borrower or the Bank determines that any person or entity has engaged in Fraud and Corruption in connection with the Program, takes timely and appropriate action, satisfactory to the Bank, to remedy or otherwise address the situation and prevent its recurrence; provided that nothing in this sub-paragraph (e) or in sub-paragraph (d) above obligates the Borrower to take action in direct contradiction of the applicable law of the Member Country;
f. Cooperates fully with representatives of the Bank in any inquiry conducted by the Bank into allegations or other indications of Fraud and Corruption in connection with the Program, and takes all appropriate measures to ensure the full cooperation of relevant persons and entities subject to the Borrower's jurisdiction in such inquiry; and
g. ensures that any person or entity debarred or suspended by the Bank is not awarded a contract under or otherwise allowed to participate[11] in the Program during the period of such debarment or suspension.

19. Sanctions and Related Actions by the Bank in Cases of Fraud and Corruption

In furtherance of the above-stated purpose and general principles, except as otherwise agreed in writing by the Borrower and the Bank, the Bank:

[11] For purposes of paragraph 6(g), participation does not include the performance under contracts entered in to or other engagements began prior to the date of the Loan Agreement

a. In cases where the Bank determines it necessary to do so to fulfil its fiduciary duty, may conduct an inquiry into such allegations or other indications, independently of or in collaboration with the Borrower;
b. Reports to the Borrower on the outcome of any such inquiry; and
c. May sanction
d. [12]anyindividualorentityotherthantheMemberCountry
e. [13] if at any time the Bank determines that such individual or entity has engaged in Fraud and Corruption in connection with the Program or any other Bank-

financed activity, or is otherwise subject to sanction pursuant to its prevailing policies and procedures.

20. Miscellaneous

For avoidance of doubt, nothing in these Guidelines is intended to restrict or otherwise affect the Member Country's sovereign right to investigate, prosecute or take any other action in furtherance of its own laws and regulations. Any inquiries conducted by the Bank pursuant to these Guidelines are administrative in nature, for the purpose of determining compliance with the Bank's policies, directives and procedures. Inquiries include, but are not limited to, the review of relevant accounts, records and other documents, and interviews with relevant persons.

Without prejudice to any provision hereof, in the event that any action to be taken by the orrower under these Guidelines may conflict with requirements of the applicable laws and regulations of the Member Country, the Bank and the Borrower will consult with a view to identifying and agreeing on alternative actions that will avoid such conflict while ensuring compliance herewith.

The provisions of these Guidelines do not limit any other rights, remedies[14] or obligations of the Bank or the Borrower under the Loan Agreement or any other document to which the Bank and the Borrower are both parties.

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[12] Sanctions include (but are not limited to) publicly declaring such individual or entity ineligible, either indefinitely or for a stated period of time, to:(i)be awarded a Bank-financed contract; (ii) benefit from a Bank-financed contract, financially or otherwise, for example as a subcontractor; and (iii) otherwise participate in the preparation or implementation of the Program or any other project or program financed, in whole or in part, by the Bank. The Bank may publish the identity of any individual or entity sanctioned under subparagraph 7(d).

[13] For purposes of these Guidelines, "Member Country" includes (i) officials and employees of the national government or of any of its political or administrative subdivisions, and (ii) non-autonomous government-owned enterprises.

[14] The Loan Agreement provides the Bank with certain rights and remedies that it may exercise with respect to the Loan in the event of Fraud and Corruption in connection with the Program, in the circumstances described therein.

Salient features of major labour and other laws that are applicable to construction industry in India are given as:

Sl. No.	Name of Laws
1	Workman Compensation Act, 1923
2	Payment of Gratuity Act, 1972
3	Employees PF and Miscellaneous Provision Act, 1952 (since amended)
4	Maternity Benefit Act, 1961
5	Sexual Harassment of Woman at the work place (Prevention, Prohibition and Redressal) Act, 2013
6	Contract Labour (Regulation and Abolition) Act, 1970
7	Minimum Wage Act, 1948
8	Payment of Wages Act, 1936
9	Equal Remuneration Act, 1976
10	Payment of Bonus Act, 1965
11	Industrial Disputes Act, 1947
12	Industrial Employment (Standing Order) Act, 1946
13	Trade Union Act, 1926
14	Child Labour (Provision and Regulation) Act, 1986
15	Inter-state migrant workmen's (Regulation of Employment and Conditions of service) Act, 1979
16	The Building and Other Construction works (Regulation of Employment and Conditions of service) Act, 1996 and the cess
17	Factories Act 1948
18	Bonded Labour system (Abolition) Act, 1976
19	Employer's Liability Act, 1938
20	The Personal Injuries (Compensation Insurance) Act, 1963
21	Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013

SECTION 6

CONTRACT DATA

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	Clause Reference
• The Schedule of Operating and Maintenance Manuals	[48]
• The Methodology and Program of Construction	[25]
• Site Investigation Reports	[14]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[25]

The Employer is :

Name: ***Chief Engineer (Project), BWSSB.*** [1.1]

Address: 3rd ***Floor, Cauvery Bhavan,***
Kempegowda Road,
Bangalore 560 009
Ph: 080-22945108

Name of authorized Representative: **PMC:** M/s. TATA Consulting Engineers Ltd., (Lead Partner) and M/s. NJS Engineers India Pvt Ltd., (JV Partner)

The name and Identification number of the Contract is : Procurement Construction and completion of Rising Main, Main Sewers and Laterals including Machine holes for Byatarayanapura Zone in 110 Village Areas (Phase-II) Under Karnataka Water Security and Disaster Resilience Program (KWSDRP) - (Contract Package No. BWSSB CE-P/KWSDRP/WBS-II-B)

The start date shall be the date of issue of notice to proceed with the work. [1.1]
The Intended Completion Date for the whole of the Works is Thirty **(30) *Months***[3] with the following milestones [17, 26]

Milestone dates:

	Physical works to be completed	**Period from the date of issue of Notice to proceed with the work**	**Remarks**
Milestone-1	• Complete topographical	Ten Months from the	If the

[3] Fill in the exact date of completion at the time of agreement

duration	survey of network with GFC drawings 25% of total network. • 25% pipe procurement	date of award of contract	Milestone is not achieved within the time period, 5% of the cost of Milestone shall be withheld and will be released after achieving the target within the tender period. If the delay is attributed to the Contractor, as per the tender clause, the amount withheld will be adjusted for the delay damages to be levied.
Milestone -1value in Rs -			
5% of the Milestone-1 cost in Rs.			
Milestone- 2 duration	• 100% GFC drawings approval. • 50% pipe procurement. • Laying with road restoration as per the contract- 50%	Twenty months.	
Milestone -2 value in Rs			
5% of the Milestone-2 cost in Rs.			
Milestone-3 duration	• 100% pipe procurement. • Laying with road restoration as per the contract- 100% • Commissioning of network with Hydraulic testing.	Thirty Months	
Milestone -3 value in Rs -			
5% of the Milestone-3 cost in Rs.			

The Site Possession Date is: **After Issue of work order** [21]

The Site is located at Mahadevapura zone jurisdiction. [1.1]

Defects Liability Period is 365 days. [31]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Rs. 50.00 Lakhs
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka
(v)	Exemplary Damages	If any undue incidents with respect to non-compliance of safety at site per decease, the contractor has to pay Rs.10.00 Lakh immediately, failing which the Board will pay and the same will be recovered from the contractor.

Payment Terms.

The employer will make the payment to the items of pipelines on the following terms-(Clause 43 GCC).

60% of the contract price	After supply of pipes to site of work
20% of contract price	Upon completion of laying and jointing of pipes
10%	Upon Completion of hydraulic testing of Sewer line
10%	Upon successful commissioning of pipeline and certification from Engineer In-Charge.

Price Adjustment Formula [40]

R = Value of work as defined in Clause 40.1 of Conditions of Contract.

(i) Adjustment for cement component

(i) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula.

$V_c = 0.85 \times P_c/100 \times R \times (C_i - C_o)/C_o$, Where

V_c = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for cement

C_o = The all India average wholesale price index for cement (**Ordinary Portland Cement**) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India , New Delhi;

C_i = The all India average wholesale price index for cement (**Ordinary Portland)** for the quarter under consideration as published by the office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_c = Percentage of cement component of the work

Note: *Index for all types of cement shall be considered from Cement –Group provided in the web site www.eaindustry.nic.in.*

(ii) Adjustment for steel reinforcement component

(ii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$V_s = 0.85 \times P_s/100 \times R \times (S_i - S_o)/S_o$ where,

V_s = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel

S_o = The all India average wholesale price index for steel (**MS Steel long products**) for the quarter preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (**MS Steel long products**) for the quarter under consideration as published by Ministry of Industrial Development, New Delhi

P_s = Percentage of steel reinforcement component of the work

Note: For the application of this clause, index of (**MS Steel long products**) has been chosen to represent steel group.

(iii) Adjustment for labour component

(iii) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_l/100 \times R \times (L_i - L_o)/L_o$ Where,

V_L = increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour.

L_o = the average consumer price index for industrial workers for Bangalore centre for the quarter preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.

L_i = The average consumer price index for industrial workers for Bangalore centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

P_l = Percentage of labour component of the work.

(iv) Adjustment of DWC HDPE Pipes Component:

(vi) Price adjustment for increase or decrease in the cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$Vp = 0.85 \times P_p/100 \times R \times (P_i - P_o)/P_o$, Where,

V_p = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for DWC HDPE Pipes.

P_o = The all-India average wholesale price index for **Polyethylene** for the quarter preceding date of opening of bids, as published by the office of the Economic Advisor, Ministry of commerce and Industry, GoI, New Delhi.

P_i = The all-India average wholesale price index for **Polyethylene** for the quarter under consideration as published by the office of the Economic Advisor, Ministry of commerce and Industry, GoI, New Delhi.

P_p = Percentage of DWC HDPE pipe component of the work.

(v) Adjustment of POL(Fuel and lubricant) components

(v) Price adjustment for increase or decrease in the cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$V_f = 0.85 \times P_f/100 \times R \times (F_i - F_o)/F_o$

Where,

V_f = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and lubricants.

F_o = The official retail price of high speed diesel (HSD) at the IOC/HPCL/BPL pumps at IOC bunks in Bengaluru on the day 30 days prior to the date of opening of bids.

F_i = The official retail price of high speed diesel (HSD) at the IOC Bengaluru for the 15^{th} day of the middle calendar month of the quarter under consideration

P_f = Percentage of fuel and lubricant component of the work.

Note: For the application of this clause the price of HSD has been chosen to represent fuel and lubricants Group

(vi) Adjustment for Bitumen component

(vi) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$V_B = 0.85 \times P_B/100 \times R \times (B_i - B_o)/B_{o,\ where}$

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for bitumen.

B_o = The official retail price of bitumen at the IOC/HPCL/BPL pumps at IOC bunks in Bengaluru on the day 30 days prior to the date of opening of bids

B_i = The official retail price of bitumen at the IOC/HPCL/BPL or IOC depots at Bengaluru for the 15th day of the middle calendar month of the quarter under consideration

P_B = Percentage of bitumen component of the work

The following percentages will govern the price adjustment for the entire contract:

Sl. No.	Description of Coefficient	Range of Weightage (%)	Weightage (%) Tenderers to specify below
1	Cement (Pc)	**(1% to 3%)**	
2	Steel (Ps)	**(2 to 3%)**	
3	DWC HDPE pipes (Pp)	**(10% to 15%)**	
4	Fuel & Lubricants (Pf)	**(7 to 12%)**	
5	Bitumen Component (Pb)	**(25% to 32%)**	
6	Labour (Pl)	**(25% to 30%)**	
7	Fixed Coefficient	**15**	**15**
Total			**100%**

Amount of security Deposit: Five Percent (5%) of the Works Contract Price and as per the clause 29 of ITT.	[43.1]
Liquidated Damages for Works: 0.1% of the Unfinished **Works Contract Price** per day, in the same currency.	[41
Maximum amount of Delay Damages for Works: 10% of the **Works Contract Price.**	[41]
Currencies and proportion: Local Currency:	Indian Rupee (Rs)
The total amount of Mobilization Advance Payment is 10% of Works Contract Price in two equal instalments. The Employer will make payment of the first instalment (5%) of the mobilization advance only after the Contractor has fulfilled the	[42]

following conditions:

(a) Mobilized the Project Manager for the Contract.

(b) Established and staffed a functional design office at Bangalore.

The Employer will make payment of the Second instalment (5%) of the mobilization advance after the Contractor has fulfilled the following conditions:

(a) Mobilized the survey and subsoil investigation crews to the Site and commenced the surveys and subsoil investigations.

(b) Submitted a list of proposed subcontractors and their respective agreements for approval by the Engineer.

(c) Submitted the proposed "Submission and Anticipated Approval Program" for construction documents for approval by the Engineer.

(d) Submitted the proposed construction programme for approval by the Engineer.

(e) Submitted, for approval by the Engineer, mobilization/ deployment schedules for:

(i) Contractor's key personnel required for managing, executing and supervising the Works,

(ii) Contractor's Plant, Machinery and Equipment required for executing the Works; and

(iii) Procurement Schedule for major materials and equipment to be incorporated into the Permanent Works.

(f) Submitted a Cash Flow Forecast for approval by the Engineer.

(g) Submitted a list of proposed quarries, suppliers and manufacturers, along with their credentials, for approval by the Engineer.

(h) Submitted details of funds mobilized by himself as per the Cash Flow Forecasts.

(i) Actual deployment of: (i) such Personnel, (ii) Machinery and Equipment, and (iii) placing of orders for major materials and equipment to be incorporated into the Permanent Works, as per the approved deployment schedules.

(j) Established the fully furnished Site office(s). (k) Placed confirmed orders for supply of major items of material and equipment which is to be incorporated into the Permanent Works as per the approved procurement schedule. (l) Procured initial quantities of structural steel, pipes/plates, cement, steel, shuttering materials, etc., required for executing the civil works in accordance with the approved schedule. (m) Commenced construction work at the Site in accordance with the approved construction program. (n) Contractor has procured and handed over One new vehicle for the use of Engineer as per stipulations of contract.	
Start repayment of advance payment: The advance payment shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contractor has reached not less than 15% of the contract price or 5 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 10% of the Advance amount in 10 (Ten) equal installments until such time as the advance payment has been repaid, always provided that the advance payment shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.	[42]
The date by which "as-built" drawings (in scale **1:200**) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.	[48]
The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.	[48]
The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is Rs.2,00,000/-	[48]
The following events shall also be fundamental breach of the contract:	[49.2]
The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.	
The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be ***30*** percent.	[50.1]

SECTION 7: SPECIFICATIONS

REFER VOLUME-II

SECTION 8: DRAWINGS

REFER VOLUME-IV

SECTION 9
BILL OF QUANTITIES

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____[name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._____, dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee]Rupees_____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____

FORM OF BANK GUARANTEE – ADVANCE PAYMENT

[Name of Contract]
To: [Name and address of Employer]
Dear Ladies and/or Gentlemen,
We refer to the Contract Agreement ("the Contract") signed on [date] between you and [name of Contractor] ("the Contractor") concerning the Services set out in the Contract_____ [Name of the Contract].

Whereas, in accordance with the terms of the Contract, the Employer agreed to pay or cause to be paid to the Contractor an advance payment in the amount of [number] percent (____%) of the Contract Price for the _____Period due to the Contractor, namely a payment of: _____[amount in figures], _____[amount in Words].

By this letter we, the undersigned, [name of Bank], a Bank (or company) organised under the laws of [country of Bank] and having its registered/principal office at [address of Bank], do hereby jointly and severally with the Contractor irrevocably guarantee repayment of the amounts upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfil its obligations under the terms of the Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the advance payment to the Employer.

Provided always that the Bank's obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts that have been repaid by the Contractor from time to time in accordance with the terms of payment of the Contract as evidenced by appropriate shipping documents or payments certificates.

This Guarantee shall remain in full force from the date upon which the advance payment is received by the Contractor until the date upon which the Contractor has fully repaid the amount is advanced to the Employer in accordance with the terms of the Contract. At the time at which the outstanding amount is nil, this Guarantee shall become null and void, whether the original is returned to us or not.
Any claims to be made under this Guarantee must be received by the Bank during its period of validity.

Yours truly,

[Name of the Bank]

Authorized Signature